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Title: **Utica, City of and City of Utica Department of Public Works Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2010) (MOA)**

Employer Name: **Utica, City of**

Union: **City of Utica Department of Public Works Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

Effective Date: **04/01/2010**

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BC/6947

AGREEMENT

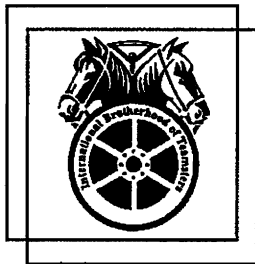
Between

The Employer of Utica

and

*Teamsters Local Union 294
Albany, N.Y.*

April 1, 2010 – December 31, 2019



4/1/10 - 12/31/19

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This Agreement, made this 3rd day of March, 2017, by and between the EMPLOYER OF UTICA, N.Y., a municipal corporation, hereinafter referred to as the "Employer", and the TEAMSTERS, CHAUFFEURS, WAREHOUSEMAN AND HELPERS, LOCAL 294, Albany, N.Y., hereinafter referred to as the "Union". WHEREAS, the parties are desirous of complying with the New York State Public Employment Relations Law and the protection and advancement of the rights of the Employees of the Employer of Utica, New York, represented by the Union and for whom they have been certified as the bargaining agent by the Employer, it is agreed as follows.

ARTICLE I **RECOGNITION**

The Employer agrees that the Union shall be the sole and exclusive bargaining agent and representative for the Unit consisting of all Employees in the Department of Public Works of the Employer of Utica, New York, hereinafter the "Department" except for the Commissioner and Deputy Commissioner(s).

ARTICLE II **DUES DEDUCTIONS**

The Employer agrees to payroll deductions of dues, initiation fees, and/or uniform assessments of Employees when properly authorized by the Employee and shall remit the same to the Union within seven (7) days of deduction.

ARTICLE III **WORKDAY/WORKWEEK**

The normal work week for all Employees shall consist of forty (40) hours (inclusive of a one-half (1/2) hour lunch break and one (1) 15-minute coffee break in the morning) consisting of five (5) consecutive eight (8) hour days, Monday through Friday.

The Employer may require that up to four (4) unit positions may work a regularly scheduled work week of Tuesday through Saturday on a permanent year-round basis.

In addition to the work weeks described above, the Commissioner or the Mayor may require as many unit Employees as are necessary in his (their) sole discretion to work a Tuesday through Saturday work week during all or a portion of the winter snow season, which shall be October 1st through March 31st.

ARTICLE III-A OVERTIME

Overtime shall be paid at the rate of time and one-half:

- a) for all work in excess of forty (40) hours per week (a holiday or scheduled vacation day will be considered a day worked);
- b) for all work on Sunday;
- c) for all work performed on a day designated as a holiday in Article XII,
- d) overtime worked on Thanksgiving Day or Christmas Day shall be paid at the rate of two times the normal hourly rate.

ARTICLE IV WAGES

A. The hourly rates in effect on March 31, 2010, shall be adjusted annually (compounded) as follows:

April 1, 2010	0% Increase
April 1, 2011	0% Increase
April 1, 2012	0% Increase
April 1, 2013	\$1,000 Lump Sum Payment (not to be added into the salary schedule)
April 1, 2014	0% Increase
April 1, 2015	2% Increase on Schedule
April 1, 2016	2% Increase on Schedule
January 1, 2017	\$1.00 per hour Increase on Schedule
January 1, 2018	\$1.00 per hour increase on Schedule
January 1, 2019	\$1.00 per hour increase on Schedule

ARTICLE V

LONGEVITY

Employees who, by July 1 have completed 10, 15, or 20 years of continuous service with the Employer since his/her last date of hire shall receive an annual longevity stipend as set forth below.

The parties agree that longevity payments shall be made by separate check in the month of July.

After 10 years of service:	\$300.00 (total)
After 15 years of service:	\$500.00 (total)
After 20 years of service:	\$700.00 (total)

ARTICLE VI

OUT OF TITLE PAY

In the event an Employee is transferred to a class of work earning a higher pay than his/her normal class, he/she shall be paid the higher rate of pay and for any portion less than one (1) day in said higher class, he/she shall be paid the higher rate for the entire day, unless the transfer shall be a part of training.

ARTICLE VII

CALL-BACK

An Employee who is called back to work while off duty shall receive a minimum of four (4) hours pay at overtime rate if applicable regardless of how long the Employee is required to work. An Employee who is called to work within four (4) hours (one hour to four hours) of his/her regular work day start time will be paid for the actual time worked (no four hour minimum).

ARTICLE VIII - HEALTH INSURANCE

- A. The Employer is to continue to provide New York State Teamsters Council Health and Hospital Fund health insurance entitled "HRA Composite Fully Funded Plan". The New York State Teamsters Council Health and Hospital Fund HRA Composite Fully Funded Plan shall be provided by the Employer pursuant to the Health Participation Agreement. The Employer shall fund each Employee's HRA account on a quarterly basis. If an Employee's account has insufficient funds during any portion of the year the Employee shall contact the Employer in writing on a form provided by the Employer requesting replenishment and the amount necessary to bring current any past due bills or known future expenses.
- B. To help defray the cost of health insurance, all Employees hired on or after August 13, 1993 shall receive fifty cents (\$.50) per hour less than the current job rate up to forty (40) hours per week.
- C. Employees of this bargaining unit who retire on or after January 1, 1999, shall receive health insurance coverage equal to one (1) year of coverage for every five (5) years of service with a maximum period of Employer-provided coverage of five (5) years. Employees who retire and who are covered by this provision who were employed by the Employer prior to September 1, 1989, will be required to pay ten percent (10%) of the cost of the total health insurance premium paid by the Employer on their behalf during their retirement. Employees hired on or after September 1, 1989, who retire during the term of this Agreement and who are covered by this provision, will be required to pay twenty-five percent (25%) of the total cost of the health insurance premium paid on their behalf by the Employer. It is further understood that Employees who elect coverage under this provision will be required to

enroll in one of the health insurance plans offered by the Employer during the period of coverage provided by this section.

D. Upon ratification of the "Tentative Agreement," all new Employees will contribute 20% toward the total health insurance premium.

E. In the event that the parties agree to reopen this agreement to renegotiate a different health insurance plan that is covered by the New York State Teamsters Council Health and Hospital Fund, the Fund will consent to implement the policy if agreed upon by the parties.

ARTICLE IX

UNIFORMS

- A. Employees of the bargaining unit will receive an annual clothing allowance in the amount of \$200.00 to be paid by separate check without deductions.
- B. Employees of the bargaining unit shall receive a safety shoe allowance in the amount of \$100.00 per year payable immediately upon proof of purchase by the Employee. Employees are required to wear safety work shoes at all times.
- C. The Employer agrees to furnish, on an "as needed – turned in basis" gloves and fluorescent vests.

ARTICLE X

VACATIONS

The current vacation schedule shall be as follows:

After completion of 6 months of service	1 week vacation
After completion of 1 year of service	2 weeks vacation
After completion of 5 years of service	3 weeks vacation
After completion of 8 years of service	4 weeks vacation
After completion of 15 years of service	5 weeks vacation
After completion of 20 years of service	6 weeks vacation

Vacations shall be scheduled pursuant to a schedule developed by the Commissioner. Vacation selection for periods of one (1) week or more will be by seniority within job title.

No accumulation of vacation in excess of thirty (30) days shall be permitted to be carried over to the next calendar year.

An Employee must be in full pay status in order to accrue full vacation leave accruals. Employees who are not in paid status (on a leave without pay granted by the Employer or otherwise) will have their accruals pro-rated.

ARTICLE XI

SICK LEAVE

Employees receive one and one-half (1 1/2) days of sick leave credit per month, for a total of eighteen (18) sick days per annum. Employees may accumulate up to a maximum of 180 days of sick leave. Employees may utilize sick days for illness or injury which cause the Employee to be unable to perform the duties of his position.

At the time of retirement, Employees shall receive \$5.00 per day for each day of unused accumulated sick leave up to 150 days. Accumulated days from 151-180 will be valued at \$50.00 per day and will also be paid at the time of retirement.

Although an Employee may not accumulate more than 180 days of sick leave for utilization purposes, an Employee may accumulate days above 180 for purposes of gaining monetary credit toward the payment of health insurance in retirement. All days accumulated above 180 to a maximum of 300 (120 days above 180) will be credited at \$50.00 per day on the date of retirement and that credit will be made by the Employer to offset health insurance premium co-pay, if any, during the Employee's retirement. The credit will be used before the Employee will be required to pay his premium co-pay. If after Employer-obligated coverage is exhausted and there is a balance left

it may be used to purchase additional health insurance coverage beyond the Employer-obligated period.

An Employee who has accumulated more than 180 sick days at the time of retirement may elect to have his payout for accumulated sick days between 0 – 180 also utilized for health insurance premium purposes.

Employees may charge up to two (2) hours per month for doctor's appointments which shall not be charged to sick leave.

An Employee must be in full pay status in order to accrue full sick leave accruals. Employees who are not in paid status (on a leave without pay granted by the Employer or otherwise) will have their accruals pro-rated.

ARTICLE XII **HOLIDAYS**

Employees shall receive the following Holidays:

- | | |
|---------------------------|----------------------------|
| 1. New Years Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. President's Day | 9. Election Day |
| 4. Good Friday | 10. Veterans Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Fourth of July | 12. Day After Thanksgiving |
| | 13. Christmas Day |

An Employee must be in full pay status in order to receive Holidays.

ARTICLE XIII **PERSONAL LEAVE**

Employees will receive four (4) personal leave days per year. Personal leave days may not be carried over to a new calendar year. Unused personal leave days will be converted to sick days. An Employee must be in full pay status in order to receive personal days.

ARTICLE XIV

PROBATIONARY TERM

All Employees appointed to their initial (first) position within the bargaining unit, shall be on probation for a period of twelve (12) months from the original date of appointment. Unpaid absences or leaves will cause the probationary period to be extended on a day for day basis.

Employees who are on probation, may not "self-promote" to a different position or higher paying position while they are on probation. The Mayor or his designee may cause a probationary Employee to be made permanent sooner than twelve (12) months from the initial date of appointment.

Employees who have permanent appointment to a position in the bargaining unit and are promoted to a new title, will serve a ninety (90) day probationary period; however the Employer may extend the 90 day probationary period up to an additional 90 days. Unpaid leaves of absence will serve to

extend the probationary period. The Employer may change the probationary appointment to a permanent appointment prior to the end of 90 days or prior to the end of an extended 90 day period.

Employees who do not successfully complete the probationary period shall return to their previous position.

ARTICLE XV

DISCIPLINE

This disciplinary procedure shall apply to all Employees who have a permanent appointment to the title they are in at the time the discipline process begins. An Employee whose commercial driver's license (CDL) is revoked or suspended twice within an 18 month period shall be subject to automatic termination without recourse to the grievance or discipline procedures, except that if an Employee contests the Employer's determination as to such status (i.e. the fact that the CDL was revoked or suspended twice within an 18 month period), the Employee may avail himself of the grievance procedure.

The Employer agrees to utilize progressive discipline when the facts and circumstances warrant the utilization of such discipline. It is understood that theft of Employer property shall result in termination of the Employee. Employer may discipline a member of the bargaining unit for just cause. If the union determines that an Employee was not disciplined for just cause, it may utilize the final step of the grievance procedure by filing a Demand for Arbitration with the Public Employment Relations Board within fifteen (15) working days after the imposition of the discipline that is being reviewed. The arbitration procedures contained in the grievance procedure will apply, except if the issue before the arbitrator will be "did the Employer have just cause for disciplining Employee?"

ARTICLE XVI

LEAVE WITHOUT PAY

No Employee may be absent from work unless he has accumulated appropriate leave time (sick, personal, vacation) to cover such absence. An Employee who is absent without appropriate leave credits to cover such absence shall be deemed to be in a "leave without pay" status. An Employee who is in this status will be automatically given the following penalties without recourse to the grievance or discipline procedures, except that if an Employee contests the Employer's determination that he was in such status, he may avail himself to the grievance procedure:

- ***First Offense:*** A written warning;
- ***Second Offense:*** Within eighteen (18) months of the first offense, automatic five (5) days suspension without pay;
- ***Third Offense:*** Within eighteen (18) months of first offense, automatic suspension of ten (10) days without pay;
- ***Fourth Offense:*** Within eighteen (18) months of the first offense, automatic termination and deemed to be an automatic resignation from employment by the Employee.

ARTICLE XVII

GRIEVANCE PROCEDURE

SECTION 1: GRIEVANCES

A grievance is defined as a claimed violation of a specific term of this Agreement in its application or interpretation by the Employer.

Step One

The Union Steward or other authorized representative of the Union, with or without the Employee, will present the grievance orally to the Commissioner of the Department of Public Works or his duly authorized designee within ten (10) work days of its occurrence. The Commissioner of the Department of Public Works or his designee will then attempt to adjust the matter and shall respond to the Steward within five (5) work days.

Step Two

If the grievance still remains unresolved, it shall be presented by the Union President or his authorized representative to the Commissioner of the Department of Public Works in writing within five (5) work days after the response of the Commissioner of the Department of Public Works was due, but in no event later than twenty (20) work days after the occurrence which gave rise to the grievance. The Commissioner of the Department of Public Works shall schedule a meeting within five (5) work days after receipt of the grievance with the Union President and/or his authorized representative to discuss the grievance. At that time, the Union shall present its case to the Commissioner. The Commissioner shall within five (5) work days of such meeting set forth an answer to the grievance in writing to the local union president and/or his authorized representative.

Step Three

If the grievance remains unresolved, it shall be presented by the Union President and/or his

authorized representative to the Mayor in writing within five (5) work days after the response of the Step Two determination is received, but in no event more than ten (10) work days after the date of the grievance meeting held during the Step Two process. The Mayor may or may not determine to meet with the Union to discuss the grievance. Within ten (10) work days after receipt of the grievance from the Union, the Mayor will issue a written determination. The Mayor may ratify the determination of the Commissioner or he may write his own determination.

Step Four

After receipt of the Mayor's decision, if the Union feels that the grievance is still unresolved, it may, within fifteen (15) work days after receipt of the decision or within fifteen (15) work days after the decision was due from the Mayor, elect to take the matter to binding arbitration.

SECTION 2: ARBITRATION PROCEDURE

- A. The arbitration shall be conducted by an arbitrator to be selected by the Employer and the union from a list of arbitrators provided by the New York State Public Employment Relations Board, in accordance with the Board's Rules of Procedure.
- B. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- C. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this agreement.
- D. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 3: MATTERS RELEVANT TO GRIEVANCE PROCEDURES

- A. The time limits in the grievance procedure may be extended by mutual agreement in writing.
- B. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.
- C. In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to the Commissioner by the Union President or his appointed representative.

**ARTICLE XVIII
LAYOFFS**

In the event of layoff, the Employee shall be given two (2) weeks notice.

**ARTICLE XIX
STRIKE PROHIBITION**

The Union hereby affirms that it does not reserve the right to strike against the Employer in compliance with Section 210 of the Taylor Law.

**ARTICLE XX
LEAVE OF ABSENCE WITHOUT PAY**

The Department Head shall have discretion as to the length of time of the leave of absence, and up to a maximum of one (1) year and only to the extent permitted by law and it shall be in writing with a copy to the Job Steward and the Union.

**ARTICLE XXI
MANAGEMENT RIGHTS**

The parties hereto understand the importance of the normal and orderly conduct of the Employer's business and operations. The Union and the Employees will cooperate and assist the Employer in the performance of its duties to the people of the City of Utica, New York. The provisions of this Agreement shall be expressly limited to salaries, benefits, and other conditions of employment of the

covered Employees of the Employer of Utica, and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs.

ARTICLE XXII

SENIORITY AND ASSIGNMENT OF OVERTIME

- a) The principles of seniority will prevail for selection of jobs, selection of vacation periods and for lay-off and recall, however, qualifications shall be a determining factor in job selection.
- b) Seniority shall be defined as the length of service with the Employer since the last date of hire at the Department of Public Works.
- c) (1) **Sewer Department** - Regularly scheduled weekend overtime shall be on a rotating wheel basis. Weekday overtime shall be scheduled on a straight seniority basis with the most senior Employee within the job title having first choice to the available overtime.
- (2) **All other departments** - Overtime shall be assigned by job title with the most senior Employee receiving first choice for the available overtime. Should additional Employees be needed after all Employees within the job title are assigned, then the remaining overtime shall be assigned on a straight seniority basis irrespective of job title or classification within the department and then strict seniority outside the department. Effective with the snow and ice control 2007/08 season, all bargaining unit Employees qualified to drive and function as a wingman, are expected to be available for snow and ice control on an overtime basis. Failure to respond during a snow emergency to a significant majority of overtime call-outs may result in disciplinary action (See letter dated January 4, 2016 and attached to this contract). At the discretion of the Commissioner of the Department of Public Works, Employees who respond to a significant majority of all overtime call-outs for snow and ice control will be eligible to receive a \$250.00 bonus (not added to base and

non-recurring) at the end of the snow and ice control season. The bonus will be paid in a separate check and paid during the first payroll period in May.

- d) Bidding of assignments by seniority within job classifications shall be conducted on an annual basis during the month of March by the Commissioner of Public Works.
- e) The seniority roster of all Employees of the Employer showing names, positions, and dates of entering service shall be posted in the last week of April and in the last week of October, in a place accessible to all Employees affected. The roster will be open to protest and correction for a period of thirty (30) days and, upon proof of error being presented by an Employee or his representative, such error will be corrected. A written copy of all rosters posted and corrections made will be furnished to the office of the Union as soon as such rosters or changes are posted.

ARTICLE XXIII **UNION STEWARDS**

- A. The Union shall appoint one or more stewards, but the stewards' duties for the Union shall in no way conflict with their duties for the Employer. The parties hereto further agree that the Chief Steward in the Department of Public Works shall have super-seniority for the purpose of layoff and recall; that is, he shall be the last Employee laid off in a reduction in force and the first recalled to work after a layoff.
- B. Up to forty (40) hours of paid leave per year may be used by the Chief Steward in the performance of his duties regarding the application and enforcement of this Agreement or for participating in authorized union activities. Release time for this purpose should be coordinated with the Commission of Public Works.

ARTICLE XXIV
STAFFING/SUBCONTRACTING

- A. The Employer shall have the right, but only through attrition (normally defined as a vacancy created by resignation, dismissal for cause, death or retirement), to reduce the number of Employees at the Department of Public Works. The Employer, in turn, recognizes a good faith obligation on its part, in the event that a reduction of work force through attrition comes under administrative consideration, to make every reasonable effort to ensure that such a reduction will not jeopardize the operational effectiveness of the Department.
- B. The Employer shall have the right to assign emergency Employees to perform bargaining unit work in emergency situations (defined as a combination of circumstances calling for immediate action such as, but not limited to flood, riot, snow emergency, wind damage and other similar natural or man-made situations calling for similar immediate action). It is further agreed by the parties that use of such emergency Employees shall not be considered to increase the regular minimum staffing complement of the Department.
- C. If the Employer should, in the future, desire to subcontract services traditionally performed by the D.P.W., it will bargain such changes in accordance with legal requirements of the Taylor Law and the New York State Public Employment Relations Board.
- Subsections "A", "B" and "C" of this Article shall also be known as the "Staff Complement/Subcontracting language."
- D. Employees whose last date of hire is on or after August 13, 1993 shall not be covered by the Staff Complement/Subcontracting language of this contract.

ARTICLE XXV
SAFETY

The Employer shall not require Employees to operate any vehicle that is not in safe operating condition or is not equipped with adequate safety appliances or is not mechanically sound.

ARTICLE XXVI
TOOL ALLOWANCE

A. Mechanics will receive a \$350.00 tool allowance annually.

ARTICLE XXVII
JURY DUTY

The Employer will compensate Employees called to jury duty, by paying to said Employees the difference between the remuneration received by said Employees from the court system and monies the Employee would have received from the Employer had said Employee not been called to jury duty.

ARTICLE XXVIII
MISCELLANEOUS

1. The Employer agrees to allow to be installed an array of vending machines (coffee, candy, sandwich, etc.) in the Employee's lunch area. All proceeds from the operation of said machines are to be escrowed into the "Good and Welfare Fund", to be maintained by a committee that will be selected from the bargaining unit, Said proceeds are to be used for such Employee functions such as the annual clam bake and/or Christmas party.
2. The Employer agrees it will honor all written requests for the Teamster Credit Union Payroll Deduction Plan.

3. The Employer agrees it will notify the Union by each payroll period of the names and addresses of all new hires, either permanent and/or temporary, who work either out of or for the Department.

ARTICLE XXIX

BEREAVEMENT LEAVE

Immediate Family:

In the event of a death of an Employee's immediate family member, the Employee may take a paid leave of absence for up to three consecutive scheduled workdays immediately following the death. Such leave will not be subtracted from any of the Employee's leave credits.

For purposes of bereavement leave, "immediate family member" will mean the following:

- | | |
|-----------------|-----------------------|
| ▪ Spouse | ▪ Grandparent |
| ▪ Child | ▪ Grandchild |
| ▪ Parent | ▪ Sibling-in-law |
| ▪ Sibling | ▪ Current Step-parent |
| ▪ Parent-in-law | ▪ Current Step-child |

Additional Bereavement Leave:

An Employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate family member.

The request must be submitted, in writing, to the Employee's Department Head. The Employee's Department Head shall have total discretion in the approval of such additional bereavement leave, based upon the needs of the department. An Employee must be in full pay status in order to accrue Bereavement Leave. .

ARTICLE XXX
SAVINGS CLAUSE

In the event that any portion of this Agreement shall be declared invalid or illegal, the remainder of this Agreement shall remain in full force and effect.

ARTICLE XXXI
DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from the first day of April 2010 up to and including the 31st day of December 2019.

ARTICLE XXXII
LEGISLATIVE

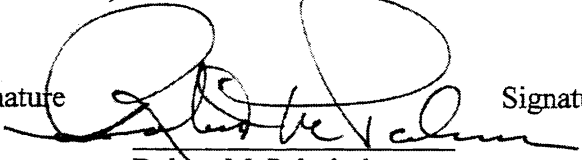
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above written.

For the Employer

City Hall
1 Kennedy Plaza
Utica, New York 13502

Signature



Robert M. Palmieri
Mayor

For the Union

Teamsters, Chauffeurs, Warehousemen &
Helpers, Local 294 & Vicinity
890 Third Street
Albany, New York 12206

Signature



John Bulgaro
President/PEO

Signature



John Scaglione
Negotiating Committee Member

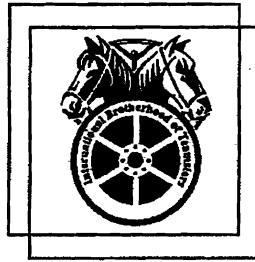
Signature



Thomas L. Quackenbush
Secretary Treasurer/BA

**APPROVED
BY LAW DEPT.**

AMB 12-1-17



APPENDIX A

Salary Schedule: Employer of Utica DPW

	\$1.00 Per Hour Increase	\$1.00 Per Hour Increase	\$1.00 Per Hour Increase
	1/1/2017 to 12/31/2017	1/1/2018 to 12/31/2018	1/1/2019 to 12/31/2019
Laborers			
	\$15.94 + \$1.00 = \$16.94	\$16.94 + \$1.00 = \$17.94	\$17.94 + \$1.00 = \$18.94
3-11, 11-7 & Sewers Days	\$16.34 + \$1.00 + .40 = \$17.74	\$17.74 + \$1.00 + .40 = \$19.14	\$19.14 + \$1.00 + .40 = \$20.54
Sign Shop	\$16.73 + \$1.00 = \$17.73	\$17.73 + \$1.00 = \$18.73	\$18.73 + \$1.00 = \$19.73
Truck Driver			
Days	\$16.22 + \$1.00 = \$17.22	\$17.22 + \$1.00 = \$18.22	\$18.22 + \$1.00 = \$19.22
3-11, 11-7 & Sewers Days	\$16.62 + \$1.00 + .40 = \$18.02	\$18.02 + \$1.00 + .40 = \$19.42	\$19.42 + \$1.00 + .40 = \$20.82
Sewers Nights	\$17.02 + \$1.00 + .80 = \$18.82	\$18.82 + \$1.00 + .80 = \$20.62	\$20.62 + \$1.00 + .80 = \$22.42
LEO			
Days	\$17.26 + \$1.00 = \$18.26	\$18.26 + \$1.00 = \$19.26	\$19.26 + \$1.00 = \$20.26
3-11, 11-7 & Sewers Days	\$17.66 + \$1.00 + .40 = \$19.06	\$19.06 + \$1.00 + .40 = \$20.46	\$20.46 + \$1.00 + .40 = \$21.86
Sewers Nights	\$18.06 + \$1.00 + .80 = \$19.86	\$19.86 + \$1.00 + .80 = \$21.66	\$21.66 + \$1.00 + .80 = \$23.46
HEO'S			
Days	\$17.82 + \$1.00 = \$18.82	\$18.82 + \$1.00 = \$19.82	\$19.82 + \$1.00 = \$20.82
3-11, 11-7 & Sewers Days	\$18.22 + \$1.00 + .40 = \$19.62	\$19.62 + \$1.00 + .40 = \$21.02	\$21.02 + \$1.00 + .40 = \$22.42
Sewers Nights	\$18.62 + \$1.00 + .80 = \$20.42	\$20.42 + \$1.00 + .80 = \$22.22	\$22.22 + \$1.00 + .80 = \$24.02
Mechanic			
Days	\$19.03 + \$1.00 = \$20.03	\$20.03 + \$1.00 = \$21.03	\$21.03 + \$1.00 = \$22.03
3-11, 11-7	\$19.43 + \$1.00 + .40 = \$20.83	\$20.83 + \$1.00 + .40 = \$22.23	\$22.23 + \$1.00 + .40 = \$23.63
Mason			
Days	\$20.07 + \$1.00 = \$21.07	\$21.07 + \$1.00 = \$22.07	\$22.07 + \$1.00 = \$23.07
3-11, 11-7 & Sewers Days	\$20.47 + \$1.00 + .40 = \$21.87	\$21.87 + \$1.00 + .40 = \$23.27	\$23.27 + \$1.00 + .40 = \$24.67

*Note: Second and Third Shift Differential shall be \$.40 per hour.

Sewer differential shall be \$.40 per hour

Does not include \$.50 for hospital insurance deductible for Employees hired between 4/1/1993 to 4/1/2015.

Effective as of April 1, 2015, Employees hired start at a rate of one dollar (\$1) below the job rate. After the completion of six (6) months of service, such Employee(s) will increase fifty cents per hour (\$.50).

At this time such Employee shall be paid the applicable job rate.

APPENDIX B

The following represents appropriate operator assignments by title. Individuals may be assigned "down" or "up." If assigned "up" additional compensation will be paid to reflect the appropriate title.

Cars and Vans	Laborer
Pick-up Trucks without Plow or Salter	Laborer
Pick-up Trucks with Plow or Salter	Truck
Pick-up Trucks Pulling Trailer	Truck
Six Wheel Dump without Plows or Salters	Truck
Sign Shop Boom Truck	Light Equipment
Pusher	Light Equipment
Backhoe	Light Equipment
Bob Cat	Light Equipment
Bucket Machine	Light Equipment
Rod Machine	Light Equipment
Jack Hammer	Light Equipment
Six Wheel Dump with Plow or Salter	Heavy Equipment
Ten Wheel Dump	Heavy Equipment
Wing Plow	Heavy Equipment
Pay Loader	Heavy Equipment
Water Truck	Heavy Equipment

Scavenger	Heavy Equipment
Dump Truck Pulling Small Equipment	Heavy Equipment
Street Sweeper	Heavy Equipment

Effective April 1, 2002

Individuals assigned to operate the following equipment will receive Heavy Equipment Operator rate, plus \$0.50 cents per hour for each hour of operation of designated equipment.

Excavator	Heavy
Bull Dozer	Heavy
Grader	Heavy
Roller	Heavy
Dump Truck Pulling Heavy Equipment	Heavy
Track Loader	Heavy
Bucket Truck	Special Heavy Equipment
Leaf Vac	Special Heavy Equipment

Effective April 1, 2007

Sewer Vac Truck	Special Heavy Equipment
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APPENDIX C

The Employer of Utica Commercial Driver's License

CDL

Drug and Alcohol Testing Policy

**Effective Date January 1, 1997
Revised October 2, 2000**

**With Appendix C&D
August 25, 2003**

******This document is issued by the Employer of Utica
to all Employees wherein applicable.***

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DEFINITIONS

Appendix A contains a list of selected definitions taken from the regulations which apply to the administration of this Plan.

PROHIBITED DRUG AND ALCOHOL RELATED CONDUCT

No employee shall use, sell, possess, distribute, manufacture, or be under the influence of any alcoholic beverage or illegal drug or any other intoxicating substance at any time on a job site or on employer property, or while in an employer vehicle, a vehicle leased for employer business, or a privately owned vehicle being used for employer business during the employee's work hours.

No employee shall use illegal drugs or report to work at the beginning of a shift or upon returning from any break, lunch or rest period under the influence of alcohol, illegal drugs or other intoxicating substance.

No employee shall possess alcohol during working hours unless the alcohol is manifested and transported as part of a shipment, perform safety sensitive functions within four (4) hours after using alcohol, or use alcohol for eight (8) hours following an accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.

See further discussion at "Prohibited Conduct," p.3.

THE PERSONNEL DESIGNATED TO ANSWER QUESTIONS ABOUT DRUG AND ALCOHOL TESTING

Each covered employee will receive a copy of this Plan prior to the start of alcohol and controlled substance testing. Representatives of the employee organization representing the employees will also receive copies of this Plan.

Appendix B specifies the names, addresses and phone numbers of the individuals designated to answer any questions an employee may have regarding this Plan and the individuals or organizations charged with administering the Plan. Employees can also obtain information on the Plan from supervisors and other employer representatives or from the employee's union.

INTRODUCTION

The Omnibus Transportation Employee Testing Act of 1991 (the Act) was signed into law in October 1991. The Act required the Federal Department of Transportation to develop regulations to implement drug and alcohol testing of employees performing safety-sensitive functions in the aviation, highway, rail and transit industries. The pertinent regulations are:

- Title 49 Code of Federal Regulations part 40 - Procedures for Transportation Workplace Drug and Alcohol Testing Programs.
- Title 49 Code of Federal Regulations Part 382 - Controlled Substances and Alcohol Use and Testing.

The purpose of the Act and the regulations implementing the Act are to establish programs designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. The regulations require drug and alcohol testing of employees who maintain a commercial driver's license (CDL) and operate what are defined as commercial motor vehicles.

Testing will be required under the following work related conditions: (1) pre-employment, (2) on a random basis, (3) upon reasonable suspicion, (4) in post-accident situations, (5) upon a return to duty after having tested positive, and (6) on a follow-up basis. The regulations require testing for alcohol using an evidential breath testing device and urine testing for five illegal substances which include marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP).

The procedures outlined in this manual will become effective January 1, 1997.

THE PURPOSE OF THIS PLAN

The purpose of the Drug and Alcohol Testing Plan (this Plan) is to explain and educate the workforce with regard to the requirements of the law and the procedures necessary to meet these requirements. This Plan is prepared in compliance with and based upon the mandatory requirements of the Act and regulations promulgated thereunder. The regulations discussed above contain a more detailed explanation of the law's requirements and will be the governing instrument under which this Plan is administered.

Failure to comply with the Act, the regulations, or this Plan may result in disciplinary action up to and including discharge.

EMPLOYEES SUBJECT TO DRUG AND ALCOHOL TESTING REQUIREMENTS

Any employee who has a CDL for the performance of their duties is subject to testing under this Plan, as well as those employees listed in Appendix A, paragraph 24.

PROHIBITED CONDUCT

Alcohol Possession. No employee shall be on duty or operate a commercial motor vehicle while the employee possesses alcohol, unless the alcohol is manifested and transported as part of a shipment.

On-Duty Use. No employee shall use alcohol while performing safety-sensitive functions.

Pre-Duty Use. No employee shall perform safety-sensitive functions within four hours after using alcohol.

Use Following an Accident. No employee involved in an accident shall use alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.

Controlled Substances. No employee shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial motor vehicle.

Controlled Substance Testing. No employee shall report for duty, remain on duty or perform a safety-sensitive function, if the employee tests positive for controlled substances.

Employer's Duty. If the employer reasonably suspects or has actual knowledge that an employee is not in compliance with one of the prohibitions listed above, the employer is required to remove the employee from the performance of duty.

THE CIRCUMSTANCES UNDER WHICH AN EMPLOYEE WILL BE TESTED

Pre-Employment Testing. Prior to the first time an employee performs safety-sensitive functions for an employer, the employee shall undergo testing for alcohol and controlled substances. The employer will not allow an employee to perform safety sensitive functions unless the employee has been administered an alcohol test with the result indicating an alcohol concentration less than 0.02, and has received a controlled substance test result indicating a verified negative test result.

Post-Accident Testing. As soon as practicable following an accident involving a commercial motor vehicle, the employee involved in the accident shall be tested for alcohol and controlled substances.

Random Testing. Employees will be tested for both alcohol and controlled substances on a random basis. The minimum annual percentage rate for a random alcohol testing shall be 25% of the average number of covered positions. The minimum annual percentage rate for random controlled substance testing shall be 50% of the average number of covered positions.

The primary purposes of random testing are to deter prohibited drug and alcohol use and to ensure a drug-free and alcohol-free workforce. The regulations require that covered employees shall be subject to drug and alcohol testing on an unannounced and random basis. The employer shall conduct a number of drug tests on all covered employees equal to at least 50% of the average number of covered employees each calendar year, spread reasonably over a 12-month period. In addition, the employer shall conduct a number of alcohol tests on covered employees equal to at least 25% of the number of covered employees each calendar year, spread reasonably over a 12-month period.

The following is an outline of the key aspects of the random testing selection process:

- (1) Employees remain in the random selection pool at all times; regardless of whether or not they have been previously selected for testing.
- (2) Employees shall be selected for testing by using a computer-based random number generator or equivalent random selection method that is matched with an employee's social security number.
- (3) The process will be unannounced, as well as random. Employees will be notified that they have been selected for testing after they have reported for duty on the day of collection.
- (4) Employees will be selected for random testing based on the number of covered employees at the time and the necessary testing rate.
- (5) Specimen collection will be conducted on different days of the week throughout the annual cycle.

Steps for random testing:

- (1) The employer, on a pre-determined date, shall use the random selection procedures to compile a list of covered employees selected for random testing during that testing cycle.
- (2) The employer will notify employees of their selection for random testing after they have reported for duty.
- (3) The names of the employees to be tested will be provided to the appropriate division manager, department head or supervisor.
- (4) The list of employees selected will be retained by the employer in a secure location.
- (5) Employees shall report immediately to the collection site, once notified by the appropriate employer representative.
- (6) Upon arriving at the designated collection site, the employee will be required to identify himself/herself to the site personnel by presenting a picture identification (i.e., employer photo identification card or driver's license).
- (7) The employee will provide his/her urine specimen or breath sample, in accordance with the procedures of the collection site.

Reasonable Suspicion Testing. The employer shall require an employee to submit to an alcohol or drug test when the employer has reasonable suspicion to believe that the employee has violated the prohibitions of the regulations concerning alcohol or drugs. The employer's determination that reasonable suspicion exists to require an employee to undergo a test will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

In making a determination of reasonable suspicion, the factors to be considered include, but are not limited to, the following:

- (1) Adequately documented pattern of unsatisfactory work performance, for which no apparent non-impairment-related reason exists or a change in an employee's prior pattern of work performance.
- (2) Physical signs and symptoms consistent with substance abuse.
- (3) Evidence of illegal drug or alcohol use, possession, sale or delivery while on duty.

- (4) Occurrence of a serious or potentially serious accident that may have been caused by human error or flagrant violations of established safety, security or other operational procedures.

Returned-To-Duty Testing. The employer shall ensure that before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the regulations concerning alcohol, the employee shall undergo a return-to-duty alcohol test with the result indicating an alcohol concentration of less than 0.02. The employer shall ensure that before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the regulations concerning controlled substances, the employee shall undergo a return-to-duty controlled substance test with a result indicating a verified negative result for controlled substances use.

Follow-Up Testing. Following a determination by a Substance Abuse Professional that an employee is in need of assistance in resolving problems associated with the use of controlled substances, the employer shall ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substance testing as directed by a Substance Abuse Professional. The testing will consist of at least six (6) follow-up tests in the first twelve months following the employee's return-to-duty.

General Safety Considerations.

Any time an employee tests positive for alcohol, the employer will arrange to transport the employee from the collection site to the employee's home.

Any time an employee is drug tested under the reasonable suspicion or post-accident section of this Plan, the employee shall not perform any safety-sensitive duties pending the receipt of the drug test results.

An employee who refuses to take or fails a drug or alcohol test shall be treated as if a positive test result was obtained.

THE PROCEDURES THAT WILL BE USED TO TEST FOR THE PRESENCE OF ALCOHOL AND CONTROLLED SUBSTANCES

I. Drug Testing.

Preparation for Testing. The employer and a certified laboratory will maintain a clear and well-documented procedure for the collection, shipment, and accessing of urine specimens as detailed and required by the regulations. When an employee enters the testing location, the testing procedures will be fully explained to the employee. The procedures include the following:

- (a) the use of a drug testing custody and control form;
- (b) the use of clean, single-use specimen bottles that are securely wrapped until filled with the specimen and the use of a procedure in which the urine specimen is split and poured into two specimen bottles to provide the employee with the option of retesting the split sample;
- (c) the use of a tamper proof sealing system, designed in a manner to ensure against undetected opening;
- (d) the use of a shipping container in which the specimen and associated paperwork may be transferred and which can be sealed and initialed to prevent undetected tampering;
- (e) the use of written procedures, instructions, and training that will ensure that collection site personnel have the ability to administer the collection procedures in accordance with the requirements of the regulations.

Designation of Collection Site. The employer will identify a designated collection site which has all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.

Security. The designated collection site will be secured to ensure that other persons are not present during the collection process. The specimen shall remain under the direct control of collection site personnel from delivery to its being sealed in the mailer. The mailer shall be immediately mailed, maintained in secure storage, or remain until mailed under the control of collection site personnel.

Chain of Custody. A chain of custody and control form shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling or transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Since specimens and documentation are sealed in shipping container that would indicate any tampering during transit to the laboratory, and couriers, express carriers and postal service personnel do not have access to the chain of custody forms, there is no requirement that such personnel document chain of custody for the shipping container during transit.

Access to Authorized Personnel Only. No unauthorized personnel shall be permitted in any part of the designated collection site where urine specimens are collected or stored. Only collection site personnel may handle specimens prior to their securement in the mailing container or monitor or observe specimen collection.

Privacy. Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided.

Integrity and Identity of Specimen. The employer shall take precautions to ensure that a urine specimen is not adulterated or diluted during the collection procedure and that information on the urine bottle and on the urine custody and control form can identify the individual from whom the specimen was collected.

Failure to Cooperate. If the employee refuses to cooperate with the collection process, collection site personnel shall inform the employer and shall document the noncooperation on the drug testing custody and control form. Any failure to cooperate may subject the employee to disciplinary action up to and including termination.

Employee Requiring Medical Attention. If the sample being collected is from an employee in need of medical attention (e.g., as part of a post-accident test given in an emergency medical facility), necessary medical attention shall not be delayed in order to collect the specimen.

Laboratory Personnel and Analysis Procedures. The laboratory used to analyze specimens shall meet the requirements of the regulations and utilize procedures that conform with the regulations.

Quality Assurance and Quality Control. Drug testing laboratories shall have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, chain of custody security and reporting of results, initial and confirmatory testing and validation of analytical procedures. Quality assurance procedures shall be designated, implemented and reviewed to monitor the conduct of each step of the process of testing. All specimens identified as positive on the initial test shall be confirmed using an additional testing procedure.

Reporting and Review of Results by MRO. Positive test results will be reported directly to a designated Medical Review Officer (MRO) prior to the transmission of the results to the employer's administrative officials. The MRO shall review the integrity of test results and contact the individual directly, on a confidential basis, to determine whether the employee wishes to discuss the test results. If no legitimate explanation for the positive test is found, the MRO will report the positive test result to the employer.

Retesting of Samples. An employee or applicant for employment may request in writing to the MRO a retest of the sample, provided such request is made within 72 hours of the individual having been informed of a verified positive test from the MRO. An employee requesting a retest shall advance the cost of the retest, which shall be reimbursed by the employer if the retest is negative.

Protection of Employee Records. The employer's contract with the laboratories conducting the drug tests requires that the laboratory maintain employee test records in confidence, as provided in the regulations.

II. Alcohol Testing.

The Breath Alcohol Technician. The breath alcohol technician (BAT) that conducts alcohol testing shall be trained to proficiency in the operation of the evidential breath testing (EBT) device. The EBT's shall conform with the requirements of the regulations.

Locations for Breath Alcohol Testing. The employer shall conduct alcohol testing in the location that affords visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results. All necessary equipment, personnel, and materials for breath testing will be provided at the location where testing is conducted.

Preparation for Breath Alcohol Testing. When an employee enters the alcohol testing location, the BAT will require him or her to provide positive identification. The testing procedures will be fully explained to the employee. If the results of the screening test indicate an alcohol concentration of 0.02 or greater, a confirmation test will be performed.

Refusals to Test and Uncompleted Tests. Refusal by an employee to complete and sign the breath alcohol testing form, to provide breath, to provide an adequate amount of breath, or otherwise to cooperate with the testing process in a way that prevents the completion of the test shall be reported immediately to the employer.

Protection of Employee Records. The employer will maintain records in a secure manner in accordance with the regulations.

REFUSAL TO SUBMIT TO A REQUIRED ALCOHOL OR CONTROLLED SUBSTANCE TEST

No employee shall refuse to submit to a required alcohol or controlled substance test. The employer shall treat an employee who refuses to submit to such test in the same manner as an employee who tests positive for drugs or alcohol.

**THE CONSEQUENCES OF FAILING OR REFUSING TO
TAKE A DRUG OR ALCOHOL TEST**

Compliance with the regulations and this plan is a condition of employment. Refusal to take a required test or failure of a drug or alcohol test shall result in immediate suspension from employment without pay for a period of two calendar weeks after the date of the failure or refusal. Paid-leave accruals may not be used during the suspension. This suspension is an agreed upon penalty negotiated with the Union representing the employees covered by this policy. It shall not be subject to appeal by grievance or otherwise, except that the Union shall retain the right to challenge, through the grievance process, the basis for the action taken and the validity of the test. Any employee who voluntarily admits to having a drug or alcohol problem at any time prior to an actual random drug or alcohol test will be allowed one opportunity to first undergo counseling and rehabilitation before being subject to the disciplinary process. Such employee shall still be required to undergo the test and subsequent procedures as required by the federal regulations, but will not be subject to the two week suspension without pay provided for above. This provision shall apply only to random tests and shall not apply, e.g., to post-accident, reasonable suspicion, follow up or other tests.

An employee who tests positive for drugs or alcohol or who refuses to take a required test within a two year period after the initial positive test or refusal shall be subject to immediate termination of employment. This action is an agreed upon penalty negotiated with the union representing employees covered by this policy and shall not be subject to appeal by grievance or otherwise, except that the Union shall retain the right to challenge, through the grievance process, the basis for taking the test upon which the action was taken and the validity of same.

CONDITIONS OF RETURN TO DUTY

In addition to the penalty stated above, before an employee returns to duty after engaging in conduct prohibited by this plan, the employee shall undergo a return to duty drug and/or alcohol test with the result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol use or a drug test with a verified negative result if the conduct involved drug use.

Prior to returning to work, an employee who tested positive for drugs or alcohol or refused the test shall also be evaluated by a Substance Abuse Professional (see Appendix A for definition) to determine whether the employee needs assistance or whether the employee has properly followed any rehabilitation program previously prescribed by the substance abuse professional, and shall be subject to unannounced follow-up alcohol and drug test following the employee's return to duty. Employee shall be subject to six (6) follow-up tests during the first year following return to duty, unless the substance abuse professional recommends additional tests or the employer has reason to order such additional tests. Any rehabilitation program shall be at the expense of the employee.

The cost of evaluation, rehabilitation, and return-to-duty and follow-up tests are the responsibility of the employee.

EMPLOYEE ASSISTANCE PROGRAM

The employer provides an employee assistance program (EAP) for its employees. The EAP provides confidential counseling for many different areas of concern to employees including drug and alcohol problems. The name and number of the EAP representative is listed in Appendix B.

SUPERVISOR TRAINING

Supervisory personnel responsible for the employees covered under this plan will receive training as part of this Plan. Training shall include information on the specific, contemporaneous, physical, behavioral, and performance indicators of probable drug and alcohol use. This training shall be for supervisors who may have to determine whether an employee should be tested for reasonable cause.

ADDITIONAL INFORMATION ON THE EFFECTS OF DRUGS AND ALCOHOL

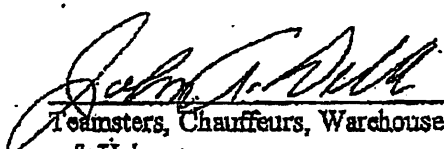
Employees will receive periodic educational information concerning the effects of alcohol and controlled substances on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem; and available methods of intervening when an alcohol or controlled substance problem is suspected. Additional information is available through the employer representative's designated in Appendix B and through union representatives.

CERTIFICATE OF RECEIPT

Certificate of Receipt. Each employee is required to sign a statement certifying that he or she has received a copy of this plan. A Certificate of Receipt is attached as Appendix C.

Accepted:

Date: 10/4, 2000


Teamsters, Chauffeurs, Warehouseman
& Helpers
Local Union 182
By: John A. Wilk, President/BA

APPENDIX A

DEFINITIONS

For purposes of this Plan, the following definitions apply:

1. **Accident:** An occurrence involving a Commercial Motor Vehicle operating on a public road which results in:
 - a. a fatality;
 - b. bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - c. one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

If an employee is ticketed for a moving traffic violation as a result of an accident while driving a Commercial Motor Vehicle, the employee is subject to a Drug and Alcohol test under the Plan.

2. **Alcohol use:** means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.
3. **Breath Alcohol Technician (BAT):** an individual who instructs and assist individuals in the alcohol testing process and operates an EBT.
4. **Chain-of Custody:** procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen.
5. **Collection Site:** a designated location where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs or providing a sample of their breath to be analyzed for the presence of alcohol.
6. **Collection Site Person:** a person who instructs and assists applicants and employees through the specimen collection process.

7. **Commercial Motor Vehicle:** means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
- a. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 - b. Has a gross vehicle weight rating of 26,001 or more pounds; or
 - c. Is designed to transport 16 or more passengers, including the driver; or
 - d. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).
8. **Confirmation Test:** For alcohol testing means a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substances, confirmation testing means a second analytical procedure to identify the presence of a specific drug or metabolite, which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)
9. **Covered Employee (Employee):** Every employee who operates a commercial motor vehicle in interstate or intrastate commerce and is subject to having a CDL. Also, any employee described as performing a safety sensitive function as defined in paragraph 20 below.
10. **Cut-Off Levels:** the minimum value established for designating a test result as positive.
11. **Driver:** means any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer. For the purposes of pre-employment/pre-duty testing only, the term "driver" includes a person applying to an employer to drive a commercial motor vehicle.

12. **Drugs (Prohibited):** marijuana, cocaine, amphetamines, phencyclidine and/or opiates.
13. **EAP:** Employee Assistance Program which provides all employees with a means of obtaining confidential professional assistance in handling personal problems which may adversely affect job performance. The EAP may also function as the SAP for the purpose of this regulation.
14. **Evidential Breath Testing Device (EBT):** an EBT approved by the National Highway Traffic Safety Administration (NHTA) for the evidential testing of breath and placed on NHTA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).
15. **Fail a Drug Test or Test Positive:** the confirmation test result shows positive evidence of the presence under DOT procedures of a prohibited drug in the employee's or applicant's system.
16. **Medical Review Officer (MRO):** a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other biomedical information.
17. **Pass a Drug Test or Test Negative:** that initial testing or confirmation testing under DOT procedures does not show evidence of the presence of prohibited drug in the employee's or applicant's system.
18. **Performing (a safety-sensitive function):** means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.
19. **Refuse to submit (to an alcohol or controlled substances test):** means that a driver
 - (a) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this part,
 - (b) fails to provide adequate urine for controlled substances testing without a genuine inability to provide a specimen (as determined by a medical

evaluation) after he or she has received notice of the requirement for urine testing in accordance with the provisions of this part, or

(c) engages in conduct that clearly obstructs the testing process.

20. Safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at an employer or shipper plant, terminal, facility, or other property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
- (2) All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations (FMCSR's), or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- (3) All time spent at the driving controls of a commercial motor vehicle.
- (4) All time, other than driving time, spent on or in a commercial motor vehicle (except for time spent resting in the sleeper berth).
- (5) All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- (6) All time spent performing the driver requirements associated with an accident.
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- (8) For purposes of clarification all employees holding or working in the following titles shall be deemed to be performing safety sensitive functions: Mechanic, Heavy Equipment Operator, Light Equipment Operator, Truc Driver, Laborer, & Mason. All other titles and all other employees covered by the Teamsters Collective Bargaining Agreement shall be presumed to be performing safety sensitive functions.

21. Screening test (also known as initial test): In alcohol testing, it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.
22. Substance Abuse Professional: means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

APPENDIX B**PERSONNEL AND ORGANIZATIONS ADMINISTERING THE PLAN**

1. Drug alcohol Program Manager (DAPM) and Medical Review Officer (MRO)

On Site Testing Services
(315) 779-9483

MRO - Occupational Medicines Associates
Charles Moehs, M.D.
(315) 782-9125

2. Department of Health and Human Services (DHHS) Primary Laboratory:

Medtox laboratories, Inc.
302 West Country Road
St. Paul, MN 55112
(651) 636-7466

3. Employee Assistance Program (EAP)

Insight House
500 Whitesboro Street
Utica, New York 13502
(315) 724-5168

An agency referred by:
Central New York Labor Agency
Genesee Street
Utica, New York
So long as it has proper certification

4. Substance Abuse Professional (SAP)

Insight House
500 Whitesboro Street
Utica, New York 13502
(315) 724-5168

5. Rehabilitation Treating Facility

APPENDIX C

AGREEMENT RE:
PROCEDURE IMPLEMENTING PROVISIONS
OF DRUG AND ALCOHOL TESTING POLICY
REGARDING ADMISSION OF A PROBLEM
PRIOR TO A RANDOM TEST

WHEREAS, the law and the City of Utica's Commercial Driver's License Drug and Alcohol Testing Policy contain provisions regarding the procedures to be followed and the consequences flowing from drug and alcohol tests for members of the City of Utica Department of Public Works Bargaining Unit, and;

WHEREAS, the policy contains a provision for an employee who voluntarily admits to having a drug or alcohol problem at any time prior to an actual random drug or alcohol test, and;

WHEREAS, the parties agree that it is helpful to agree upon a specific procedure to be followed in such event.

THEREFORE, the parties agree that the following procedures will be followed in the event that an employee wishes to make a voluntary admission prior to random drug or alcohol test:

1. The policy provides that "any employee who voluntarily admits to having a drug or alcohol problem at any time prior to an actual random drug or alcohol test, will be allowed one (1) opportunity to first undergo counseling and rehabilitation before being subject to the disciplinary process".

In order to express the voluntary admission, the employee must sign a ~~copy of the attached statement and deliver the signed copy to the person~~ actually performing the test prior to undergoing the test. The signed admission shall be countersigned and retained by the testing officer with the records maintained in connection with the test. A copy shall also be made, given to the Commissioner and placed in the employee's personnel file. This procedure is

the ONLY acceptable method by which an employee may take advantage of the voluntary admission procedure in the policy.

2. The policy further provides that "such employee shall still be required to undergo the test and subsequent procedures as required by the Federal Regulations, but will not be subject to the two (2) weeks suspension without pay provided for above. This provision shall apply only to random tests and shall not apply, e.g., to post-accident, reasonable suspicion, follow-up or other test".

Specifically, the parties understand that this means that if the resulting test reveals a positive result for drugs or alcohol, the employee will still be suspended without pay and cannot return to work until he submits a negative result on a Return To Duty test. It also means that all other subsequent procedures and consequences are still in full affect, including but not limited to, being subject to follow-up testing that the positive result remains on the employee's record and counts as a positive with respect to any future actions etc. Even if the result of the subsequent test is negative, the employee must be evaluated by a Substance Abuse Professional who shall report to the commissioner and follow any recommended program as otherwise provided in the policy.

Agreement to the above stated procedures is not intended to amend or change in any way the agreed upon Drug and Alcohol Testing Policy currently in effect for the City of Utica, Department of Public Works employee's. Rather, it is intended to clarify and provide further agreed upon procedures in the specific circumstance to which it is applicable.

City of Utica

By: 

Dated: 8/25/07

International Brotherhood of Teamsters
Local 182

By: 

Dated: 3/11/2003

**VOLUNTARY ADMISSION TO HAVING
A DRUG OR ALCOHOL PROBLEM**

**THIS ADMISSION IS NOT EFFECTIVE UNLESS SIGNED,
COUNTERSIGNED AND DELIVERED TO THE TEST TAKER PRIOR TO THE
ACTUAL ADMINISTRATION OF THE TEST**

I hereby admit that I have a drug or alcohol problem.

I understand that by voluntarily making this admission prior to an actual random or alcohol test, that I will be allowed one (1) opportunity to first undergo counseling and rehabilitation before being subject to the minimum two (2) weeks suspension without pay.

I understand that even if the test is negative that I will present myself for evaluation by a substance abuse professional to determine whether or not I need assistance or whether I have properly followed any rehabilitation program previously prescribed by the substance abuse professional. I will also arrange to have the substance abuse professional issue a report to the Commissioner regarding the need for rehabilitation or treatment and agree to perform all procedures recommended by the substance abuse professional.

I understand that if the subsequent test is positive, then all of the results flowing from a positive test (except for the mandatory minimum two (2) week suspension without pay) will follow. This includes, but is not limited to; that I cannot return to duty until I have submitted a negative Return To Duty test to the Commissioner, that the positive result will be made part of my record for the purposes of all future actions and termination from employment, if this is a second positive, etc.

I have read the above and voluntarily make this admission.

Employee: _____

Test Taker: _____

Dated: _____

Dated: _____

APPENDIX D

AGREEMENT RE:
PROCEDURE UPON POSITIVE TEST FOR ALCOHOL

WHEREAS, the law and the City of Utica's Commercial Driver's License Drug and Alcohol Testing Policy contain provisions regarding the procedures to be followed and the consequences flowing from drug and alcohol tests for members of the City of Utica Department of Public Works Bargaining Unit, and;

WHEREAS, alcohol tests present different situations than do tests for controlled substances because of, among other things, the immediacy that the result is made known, the potentially short duration between the positive test and the ability to get a negative Return To Duty test, etc. and;

WHEREAS, the parties agree that it is helpful to agree upon specific procedures to be followed in the event that a member of the bargaining unit receives a positive test result on a random test for alcohol.

THEREFORE, the parties agree that the following procedures will be followed in the event a member receives a positive test result for alcohol (as defined by law).

1. The employee shall be immediately notified of the result of the test and provided with a copy of any report.
2. The employee will be immediately sent home without pay. Pursuant to the policy, the employer will arrange for the employee's transportation to his home.
3. The employee will remain suspended without pay until such time as he submits a negative Return To Duty test as per the policy. The Return To Duty test must be performed by OnSite Testing Services.

4. The employer shall give the employee a letter, containing substantially, the provisions of the appropriate attached letter.
5. If there is reason to believe that the employee who tests positive has already tested positive within a two (2) year period prior to this test, the employer will not seek termination for employment until this is verified above and in the policy. Upon verification that this is, in fact a second positive test within the two (2) year period, then termination of employment will follow as provided in the policy.
6. Agreement on the above stated procedures is not intended to amend or change in any way the agreed-upon Drug and Alcohol Testing Policy currently in effect for City of Utica Department of Public Works employees. Rather, it is intended to clarify and provide further agreed-upon procedures recognizing the unique circumstances surrounding an alcohol test as opposed to a drug test.

City of Utica

By: 

Dated: 8/28/03

International Brotherhood of Teamsters
Local 182

By:  13/A

Dated: 3/11/2003



CITY OF UTICA

Department of Public Works

11 Wurz Ave., Utica, N.Y. 13502

315-738-1341

Michael Cerminaro
COMMISSIONER

Dear _____

This is to advise you that the department is in receipt of a test report indicating a positive test result for a controlled substance/alcohol in connection with the recent random drug test to which you were subjected on _____. A copy of the report provided to the City is enclosed.

In accordance with the City's Commercial Driver's License Drug and Alcohol Testing Policy which was negotiated with the Union, you are immediately suspended without pay for a minimum period of two weeks. Paid-Leave Accruals may not be used during the suspension period.

Also in accordance with the policy, you are hereby directed to present yourself for evaluation to a Substance Abuse Professional. The Substance Abuse Professional may be Insight House Chemical Dependency Services, with offices located at 500 Whitesboro Street, Utica, New York 13502 (Telephone: 724-5168) or an Agency referred by the Central New York Labor Agency. It is your responsibility to make this appointment. The purpose of such evaluation will be to determine if you are in need of assistance in resolving problems associated with the use of controlled substances or alcohol. Following evaluation, the Substance Abuse Professional will issue a written report to the Commissioner of DPW indicating whether you are fit to return to duty. The report may also, if appropriate, indicate a rehabilitation program for you with monitoring components. In addition, you will be subject to unannounced follow up testing as required by law, by recommendation of the Substance Abuse Professional or in accordance with

In further compliance with the Policy, you will not be permitted to return to your position until you have undergone a Return to Duty Controlled Substances/Alcohol Test which must indicate a verified negative result for controlled substance/alcohol use. Until that time, you are suspended without pay. The return to duty and any follow up tests must be performed by OnSite Testing Services. You may arrange for such tests through the Commissioner of Public Works or your Union Steward. The cost of all tests and rehabilitation are your responsibility.

All further notices and communications addressed to you in connection with this matter will be mailed to the address as shown above unless you request in writing that the same be sent to you at a different address.

You may wish to contact your Union representative regarding this matter. In addition to Insight House, you may wish to contact an agency referred by the Central New York Labor Agency to act as Employee Assistant Personnel who can refer you to various resources available to resolve problems associated with the use of controlled substances.

Very truly yours,

Michael Cerminaro
Commissioner

MC/cp

cc: w/out Encls. Union President

Union Steward

w/Encls. Corporation Counsel



ROBERT M. PALMIERI
MAYOR

CITY OF UTICA

LAW Department
1 Kennedy Plaza, Utica, New York 13502
(315)792-0171 fax: (315)792-0175

WILLIAM M. BORRILL
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DAVID A. LONGERETTA	
LAURA R. CAMPION, OF COUNSEL	

January 4, 2016

Tom Quackenbush
Secretary/Treasurer
Teamster Local 294

**Re: CLARIFICATION AND MUTUAL UNDERSTATING OF ARTICLE 22
SENIORITY AND ASSIGNMENT OF OVERTIME OF THE AGREEMENT
BETWEEN THE CITY OF UTICA AND TEAMSTERS LOCAL UNION 294
("TEAMSTERS").**

Dear Mr. Quackenbush,

I write to confirm our several conversations regarding the interpretation of the Article 22 (Seniority and Assignment of Overtime), in the Agreement between the City of Utica and Teamsters Local 294.

Enclosed please find a copy of Article 22.

It is the City's understanding, in the event that employees are called to plow snow for snow and ice emergencies, pursuant to Article 22, the callback will be as follows:

The most senior employee will be called first, and the City shall proceed down the seniority roster to the least senior employee. The seniority list has been established. In the event that there are not sufficient employees to handle the emergency situation, the City will make additional calls starting with the least senior employee until a sufficient number of employees have reported to work.

The Parties agree, in the second round of calls to the least senior employees, whoever fails to report to work, the following disciplinary action will be implemented per plowing season:

- 1st offense: verbal warning reduced to a counseling memo;
- 2nd offense: written reprimand;
- 3rd offense: two week suspension without pay;

4th offense: termination.

The plowing season is from November 1st to April 1st of every year.

When an employee's normal daily schedule is eight hours, an employee shall not be required to work more than 16 consecutive hours in a 24 hour period.

Please confirm your understanding by countersigning and returning a copy of this letter.

Thank you for your continued courtesies.

Very Truly Yours,



Ercole Butch Ventura

L.R.S.

DATED: January 12, 2016



Thomas Quackenbush

DATED: January 4, 2016